

UNITED STATES BANKRUPTCY COURT FOR  
THE WESTERN DISTRICT OF OKLAHOMA

IN RE: BRENDA FAYE COMER  
AKA BRENDA COMBER  
AKA BRENDA ROWE

Debtor.

Bk. Case No. 18-10818 JDL  
CHAPTER 13

AMENDED OBJECTION TO CONFIRMATION OF PLAN

Ditech Financial LLC, hereinafter referred to as "Movant", holding a secured claim against the above named Debtor, hereby objects to Confirmation of the Debtor's proposed Plan on the following grounds:

Movant holds a secured claim secured only by a first mortgage on the Debtor's principal residence described as follows, to wit:

A PART OF THE EAST HALF (E/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION SEVEN (7), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 1620.00 FEET SOUTH AND 995.35 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW/4) THENCE SOUTH 120.00 FEET; THENCE WEST FOR 330.90 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF (E/2); THENCE NORTH ON THE WEST LINE OF SAID EAST HALF (E/2) FOR 120.00 FEET TO A POINT 1620.00 FEET SOUTH OF THE NORTH LINE OF SAID EAST HALF (E/2); THENCE EAST 329.62 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 2100 S. Avery, Oklahoma City, OK 73110

Debtor lists the arrearage owed to Movant at \$15,572.00, but the actual arrearage, as shown by the Proof of Claim to be filed by Movant, is \$22,030.09. Failure to pay the entire arrearage claim as filed would be an impermissible violation of 11 U.S.C. §1322(b)(2) and Nobelman v. American Savings Bank, 113 S. Ct. 2106 (1993).

As proposed the plan will not cure the total arrearage within a reasonable time as required by 11 U.S.C. Section 1322(b)(5).

In accordance with the Fair Debt Collection Practices Act, unless the consumer, within thirty days after receipt of this notice, disputes the validity of any portion of the debt, the debt will be assumed valid. If said consumer notifies the undersigned attorney for Plaintiff in writing within said thirty day period that any portion of the debt is disputed, said attorney will obtain verification of the debt and/or judgment and a copy of such verification will be mailed to said consumer by the undersigned attorney for Plaintiff; and upon written request by the consumer within the thirty day period, the undersigned attorney for Plaintiff will provide the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt and any information obtained will be used for that purpose.

The confirmation hearing is scheduled for April 19, 2018 at 8:15 AM.

WHEREFORE, Ditech Financial LLC, secured creditor herein, objects to Confirmation of the Plan as proposed by the Debtor herein, and prays the same be modified so as to comply with the requirements of Chapter 13 of Title 11 of the United States Code, and, for such other relief as the Court may deem proper.

SHAPIRO & CEJDA, LLC

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CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 5<sup>th</sup> of April, 2018, the foregoing pleading was mailed via U.S. Mail, first class, postage prepaid to the following parties, to-wit: Brenda Faye Comer, 2100 S. Avery Ave, Midwest City, OK 73130, (Debtor). Further, I certify that a true and correct copy of the foregoing pleading was electronically served on the 5<sup>th</sup> of April, 2018, using the CM/ECF system to the following parties: Aaron D. Compton, (Attorney for Debtor), John T. Hardeman, (Trustee).

s/Kirk J. Cejda  
Kirk J. Cejda #12241

File No. 18-132870